



105 South Railroad Street
Philippi, WV 26416

DeEdra Lundeen, Ed.D.
Superintendent

COMMITTED TO LEARNING FOR ALL

«Company_Name»
«Title» «First_Name» «Last_Name»
«Address_Line_1»
«City», «State» «ZIP_Code»

Request for Bids

Barbour County Schools is requesting bids to finalize the installation a scoreboard and additional signage at Philip Barbour High School. Proposals must be submitted in sealed envelopes clearly marked "[PB Scoreboard Installation](#)" listing the company name and address. Proposals must be received no later than **4:00 PM** on **Wednesday, August 5, 2009** at the following address:

Homer Talbott, Executive Secretary
Barbour County Board of Education
105 South Railroad Street
Philippi, WV 26416

The scoreboard will be provided by Fair-Play and the additional signage by a third party contractor. It will be placed between the damaged scoreboard and the fence adjacent to the track. The damaged scoreboard and framework are to be removed.

The power for the scoreboard is available at the present scoreboard. The controls for this unit are wireless.

The site can be visited at anytime. The field is located behind Philip Barbour High School Complex located on U.S. Route 250 south of Philippi.

Installation should be scheduled within 5 days of receipt of the scoreboard and completed by August 21, 2009 but no later than August 31, 2009.

You may e-mail Glenn Sweet with any questions at gsweet@access.k12.wv.us.

Barbour County Board of Education reserves the right to reject any and all proposals in whole or in part and to waive any informality in the request for proposal. No faxes or late proposals will be accepted. It is the sole responsibility of the vendors to ensure that proposals are delivered to the Executive Secretary by the designated date and hour.

BARBOUR COUNTY BOARD OF EDUCATION DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS OR AGAINST AN OFFEROR BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY FEDERAL OR STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT.

Phone: (304) 457-3030
Fax: (304) 457-3559

Office of Attendance, Facilities, & Technology

e-mail : gsweet@access.k12.wv.us

Glenn J. Sweet, Director/Manager

extension 127

STATE PURCHASING REQUIREMENTS

2. SUBMISSION OF PROPOSALS

- 2.1 The submitted proposal materials shall be the documents upon which BCBOE will make its initial judgment regarding a Company's qualifications, understanding of BCBOE scope and objectives, methodology, and ability to complete services under the contract.
- 2.2 Those submitting Proposals do so entirely at their own expense. There is no expressed or implied obligation by BCBOE to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the BCBOE, or for participating in any interviews, etc. as may be necessary.
- 2.3 Submission of any Proposal indicates acceptance of the all terms & conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.4 Barbour County Board of Education reserves the right to reject any and all Proposals, in whole or in part, submitted in response to this RFP.
- 2.5 Barbour County Board of Education reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.6 It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the BCBOE's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 2.7 During the evaluation of Proposals, the District may require clarification of information or may invite an offeror to an oral presentation to amplify and or validate Proposal contents.
- 2.8 Each Offeror responding to this RFP must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response may result in the disqualification of the Offeror's proposal for being non-responsive.
- 2.9 Each Offeror responding to this RFP must include a Cover Letter which will describe how the Offeror meets the minimum qualifications as described herein. An Offeror's failure to provide the documentation may result in the disqualification of the Offeror's proposal.
- 2.10 Each Offeror responding to this RFP must **include a proposed implementation plan and completion timeline.**

3. AWARDS

- 3.1. AWARD OF CONTRACT: BCBOE may cancel this RFP, reject proposals or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should BCBOE determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of this solicitation and the Contractor's proposal as negotiated.
- 3.2. CONTRACT AWARD DOCUMENT: BCBOE will award a contract referencing all terms,

Phone: (304) 457-3030
Fax: (304) 457-3559

Office of Attendance, Facilities, & Technology

e-mail : gsweet@access.k12.wv.us

Glenn J. Sweet, Director/Manager

extension 127

conditions and related documents corresponding to this solicitation.

3.2.1 A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated and assures that distribution of the necessary receiving reports has taken place.

3.2.2 The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

3.2.3 Services are not to begin until receipt of the purchase order and/or other notification by BCBOE to proceed.

4.1. SAFE-SCHOOLS:

10.14.1 The use of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.

10.14.2 The possession of firearms or other weapons is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.

10.14.3 Access to District facilities shall follow established District procedures.

4.2. INDEMNIFICATION: The Offeror shall indemnify, save and hold harmless the Barbour County Board Education, its officers, agents, employees and volunteers against and from any and all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs of investigation, attorney fees, cost of appeals arising out of any such claims or suits, and other expenses which may or otherwise accrue against BCBOE in consequence of the granting of a contract or which may or otherwise result in connection with work thereof, if it shall be determined that the act was caused through negligence, omission or commission of the Offeror, including its agents, subcontractors, employees, and volunteers. The Offeror expressly understands and agrees that any performance bond or insurance shall in no way limit the responsibility to indemnify, keep and save harmless and defend the District as herein provided. Furthermore, it is understood and agreed that the Offeror is at all times herein acting as an independent contractor.

4.3. INSURANCE: The Offeror shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of any resulting contract. By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in West Virginia by the WV Insurance Commission. During the period of the contract BCBOE reserves the right to require the Offeror to furnish certificates of insurance for the coverage required by BCBOE and the State as indicated below:

Insurance Coverage and Limits Required:

4.3.1. Worker's Compensation - Statutory requirements and benefits.

4.3.2. Employers Liability - \$100,000.

4.3.3. General Liability - \$1,000,000 combined single limit with BCBOE named as additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products, and Completed Operations

Phone: (304) 457-3030
Fax: (304) 457-3559

Office of Attendance, Facilities, & Technology

Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

4.3.4. Automobile Liability - \$500,000.

4.3.5 Professional Liability - \$1,000,000 per occurrence

4.3.6 Third Party Errors & Omissions Insurance –
\$1,000,000 per claim, \$5,000,000 aggregate

4.3.7 Fidelity Bond - \$1,000,000

4.3.8 Computer Fraud and Fund Transfer Fraud Insurance - \$1,000,000

4.4. INSURANCE REQUIREMENTS:

4.4.1. The Offeror shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Offeror assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

4.4.2. Certificate - The firm will provide an original, signed Certificate of Insurance and such endorsements as prescribed herein, and shall have it filed with BCBOE Finance Office before any work is started.

4.5. PROPRIETARY INFORMATION/ DISCLOSURE: Offerors are advised that the Freedom of Information Act allows public inspection of all records submitted by the Offeror. Such information which BCBOE reserves the right to submit to the District's Attorney for concurrence of the Offeror's claim that it is in fact proprietary. Trade secrets or proprietary information submitted by a firm in connection with this RFP is not subject to public disclosure under the Freedom of Information Act. **However, Offeror must invoke the protection of this section prior to or upon submission of the data or other materials.** Offeror must provide a statement that identifies the data or other materials to be protected and states the reasons why protection is necessary. Furthermore, Offeror shall submit trade secrets or proprietary information under separate cover in a sealed envelope clearly marked **PROPRIETARY**.

Phone: (304) 457-3030
Fax: (304) 457-3559

Office of Attendance, Facilities, & Technology

e-mail : gsweet@access.k12.wv.us

Glenn J. Sweet, Director/Manager

extension 127